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12 Attorneys for Defendant
13 ADT SECURITY SERVICES, INC.

14 **UNITED STATES DISTRICT COURT**
15 **NORTHERN DISTRICT OF CALIFORNIA**

16 KATHERINE ARAGON, an individual,

17 Plaintiff,

18 v.

19 ADT SECURITY SERVICES, INC., a
20 corporation; and DOES 1-50, inclusive,

21 Defendants.
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Case No. CV 07-01414 MHP

**STIPULATION FOR PROTECTIVE
ORDER; ~~PROPOSED~~ ORDER
THEREON**

[Pursuant to N.D. Cal. Form]

April 29, 2008

1. PURPOSES AND LIMITATION

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation would be warranted. Accordingly, the parties hereby stipulate to and petition the court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords extends only to the limited information or items that are entitled under the applicable legal principles to treatment as confidential. The parties further acknowledge, as set forth in Section 10, below, that this Stipulated Protective Order creates no entitlement to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and reflects the standards that will be applied when a party seeks permission from the court to file material under seal.

2. DEFINITIONS

2.1 Party: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and outside counsel (and their support staff).

2.1 Disclosure or Discovery Material: all items or information, regardless of the medium or manner generated, stored, or maintained (including, among other things, testimony, transcripts, or tangible things) that are produced or generated in disclosures or responses to discovery in this matter.

2.3 “Confidential” Information or Items: information (regardless of how generated, stored or maintained) or tangible things that qualify for protection under standards developed under F.R.Civ.P. 26(c).

2.4 “Highly Confidential – Attorneys’ Eyes Only” Information or Items: extremely sensitive “Confidential Information or Items” whose disclosure to another Party or non-party would create a substantial risk of serious injury that could not be

1 avoided by less restrictive means.

2 2.5 Receiving Party: a Party that receives Disclosure or Discovery Material
3 from a Producing Party.

4 2.6 Producing Party: a Party or non-party that produces Disclosure or
5 Discovery Material in this action.

6 2.7 Designating Party: a Party or non-party that designates information or
7 items that it produces in disclosures or in responses to discovery as “Confidential” or
8 “Highly Confidential – Attorneys’ Eyes Only.”

9 2.8 Protected Material: any Disclosure or Discovery Material that is
10 designated as “Confidential” or as “Highly Confidential – Attorneys’ Eyes Only.”

11 2.9 Outside Counsel: attorneys who are not employees of a Party but who
12 are retained to represent or advise a Party in this action.

13 2.10 House Counsel: attorneys who are employees of a Party.

14 2.11 Counsel (without qualifier): Outside Counsel and House Counsel (as
15 well as their support staffs).

16 2.12 Expert: a person with specialized knowledge or experience in a matter
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as
18 an expert witness or as a consultant in this action and who is not a past or a current
19 employee of a Party or of a competitor of a Party’s and who, at the time of retention,
20 is not anticipated to become an employee of a Party or a competitor of a Party’s.

21 This definition includes a professional jury or trial consultant retained in connection
22 with this litigation.

23 2.13 Professional Vendors: persons or entities that provide litigation support
24 services (e.g., photocopying; videotaping; translating; preparing exhibits or
25 demonstrations; organizing, storing, retrieving data in any form or medium; etc.) and
26 their employees and subcontractors.

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1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also any information copied or extracted
4 therefrom, as well as all copies, excerpts, summaries, or compilations thereof, plus
5 testimony, conversations, or presentations by parties or counsel to or in court or in
6 other settings that might reveal Protected Material.

7 4. DURATION

8 Even after the termination of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs.

11 5. DESIGNATION OF PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or non-party that designates information or items for protection under this
14 Order must take care to limit any such designation to specific material that qualifies
15 under the appropriate standards. A Designating Party must take care to designate for
16 protection only those parts of material, documents, items, or oral or written
17 communications that qualify – so that other portions of the material, documents,
18 items, or communications for which protection is not warranted are not swept
19 unjustifiably within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified, or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber or retard the case development process, or
23 to impose unnecessary expenses and burdens on other parties), expose the
24 Designating Party to sanctions.

25 If it comes to a Party's or a non-party's attention that information or items that
26 it designated for protection do not qualify for protection at all, or do not qualify for
27 the level of protection initially asserted, that Party or non-party must promptly notify
28 all other parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise provided in
2 this Order (see, e.g., second paragraph of section 5.2(a), below), or as otherwise
3 stipulated or ordered, material that qualifies for protection under this Order must be
4 clearly so designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (apart from transcripts of
7 depositions or other pretrial or trial proceedings), that the Producing Party affix the
8 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
9 EYES ONLY” at the top of each page that contains protected material. If only a
10 portion or portions of the material on a page qualifies for protection, the Producing
11 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
12 markings in the margins) and must specify, for each portion, the level of protection
13 being asserted (either “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
14 ATTORNEYS’ EYES ONLY”).

15 A Party or non-party that makes original documents or materials available for
16 inspection need not designate them for protection until after the inspecting Party has
17 indicated which material it would like copied and produced. During the inspection
18 and before the designation, all of the material made available for inspection shall be
19 deemed “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the
20 inspecting Party has identified the documents it wants copied and produced, the
21 Producing Party must determine which documents, or portions thereof, qualify for
22 protection under this Order, then, before producing the specified documents, the
23 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or
24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”) at the top of each
25 page that contains Protected Material. If only a portion or portions of the material on
26 a page qualifies for protection, the Producing Party also must clearly identify the
27 protected portion(s) (e.g., by making appropriate markings in the margins) and must
28 specify, for each portion, the level of protection being asserted (either

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY”).

3 (b) for testimony given in deposition or in other pretrial or trial
4 proceedings, that the Party or non-party offering or sponsoring the testimony identify
5 on the record, before the close of the deposition, hearing, or other proceeding, all
6 protected testimony, and further specify any portions of the testimony that qualify as
7 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” When it is
8 impractical to identify separately each portion of testimony that is entitled to
9 protection, and when it appears that substantial portions of the testimony may qualify
10 for protection, the Party or non-party that sponsors, offers, or gives the testimony
11 may invoke on the record (before the deposition or proceeding is concluded) a right
12 to have up to 20 days to identify the specific portions of the testimony as to which
13 protection is sought and to specify the level of protection being asserted
14 (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
15 ONLY”). Only those portions of the testimony that are appropriately designated for
16 protection within the 20 days shall be covered by the provisions of this Stipulated
17 Protective Order.

18 Transcript pages containing Protected Material must be separately bound by
19 the court reporter, who must affix to the top of each such page the legend
20 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY,” as instructed by the Party or non-party offering or sponsoring the witness or
22 presenting the testimony.

23 (c) for information produced in some form other than documentary, and for
24 any other tangible items, that the Producing Party affix in a prominent place on the
25 exterior of the container or containers in which the information or item is stored the
26 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY.” If only portions of the information or item warrant protection, the
28 Producing Party, to the extent practicable, shall identify the protected portions,

1 specifying whether they qualify as “Confidential” or as “Highly Confidential –
2 Attorneys’ Eyes Only.”

3 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
4 failure to designate qualified information or items as “Confidential” or “Highly
5 Confidential – Attorneys’ Eyes Only” does not, standing alone, waive the
6 Designating Party’s right to secure protection under this Order for such material. If
7 material is appropriately designated as “Confidential” or “Highly Confidential –
8 Attorneys’ Eyes Only” after the material was initially produced, the Receiving Party,
9 on timely notification of the designation, must make reasonable efforts to assure that
10 the material is treated in accordance with the provisions of this Order.

11 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

12 6.1 Timing of Challenges. Unless a prompt challenge to a Designating
13 Party’s confidentiality designation is necessary to avoid foreseeable substantial
14 unfairness, unnecessary economic burdens, or a later significant disruption or delay
15 of the litigation, a Party does not waive its right to challenge a confidentiality
16 designation by electing not to mount a challenge promptly after the original
17 designation is disclosed.

18 6.2 Meet and Confer. A Party that elects to initiate a challenge to a
19 Designating Party’s confidentiality designation must do so in good faith and must
20 begin the process by conferring directly (in voice to voice dialogue; other forms of
21 communication are not sufficient) with counsel for the Designating Party. In
22 conferring, the challenging Party must explain the basis for its belief that the
23 confidentiality designation was not proper and must give the Designating Party an
24 opportunity to review the designated material, to reconsider the circumstances, and,
25 if no change in designation is offered, to explain the basis for the chosen designation.
26 A challenging Party may proceed to the next stage of the challenge process only if it
27 has engaged in this meet and confer process first.

28 6.3 Judicial Intervention. A Party that elects to press a challenge to a

1 confidentiality designation after considering the justification offered by the
2 Designating Party may file and serve a motion under Civil Local Rule 7 (and in
3 compliance with Civil Local Rule 79-5, if applicable) that identifies the challenged
4 material and sets forth in detail the basis for the challenge. Each such motion must be
5 accompanied by a competent declaration that affirms that the movant has complied
6 with the meet and confer requirements imposed in the preceding paragraph and that
7 sets forth with specificity the justification for the confidentiality designation that was
8 given by the Designating Party in the meet and confer dialogue.

9 The burden of persuasion in any such challenge proceeding shall be on the
10 Designating Party. Until the court rules on the challenge, all parties shall continue to
11 afford the material in question the level of protection to which it is entitled under the
12 Producing Party's designation.

13 7. ACCESS TO AND USE OF PROTECTED MATERIAL

14 7.1 Basic Principles. A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a non-party in connection with this case
16 only for prosecuting, defending, or attempting to settle this litigation. Such Protected
17 Material maybe disclosed only to the categories of persons and under the conditions
18 described in this Order. When the litigation has been terminated, a Receiving Party
19 must comply with the provisions of section 11, below (FINAL DISPOSITION).

20 Protected Material must be stored and maintained by a Receiving Party at a
21 location and in a secure manner that ensures that access is limited to the persons
22 authorized under this Order.

23 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
24 otherwise ordered by the court or permitted in writing by the Designating Party, a
25 Receiving Party may disclose any information or item designated CONFIDENTIAL
26 only to:

27 (a) the Receiving Party's Outside Counsel of record in this action, as well
28 as employees of said Counsel to whom it is reasonably necessary to disclose the

1 information for this litigation and who have signed the “Agreement to Be Bound by
2 Protective Order” that is attached hereto as Exhibit A;

3 (b) the officers, directors, and employees (including House Counsel) of the
4 Receiving Party to whom disclosure is reasonably necessary for this litigation and
5 who have signed the “Agreement to Be Bound by Protective Order” (Exhibit A);

6 (c) experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this litigation and who have signed the
8 “Agreement to Be Bound by Protective Order” (Exhibit A);

9 (d) the Court and its personnel;

10 (e) court reporters, their staffs, and professional vendors to whom
11 disclosure is reasonably necessary for this litigation and who have signed the
12 “Agreement to Be Bound by Protective Order” (Exhibit A);

13 (f) during their depositions, witnesses in the action to whom disclosure is
14 reasonably necessary and who have signed the “Agreement to Be Bound by
15 Protective Order” (Exhibit A). Pages of transcribed deposition testimony or exhibits
16 to depositions that reveal Protected Material must be separately bound by the court
17 reporter and may not be disclosed to anyone except as permitted under this
18 Stipulated Protective Order;

19 (g) the author of the document or the original source of the information.

20 7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
21 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
22 writing by the Designating Party, a Receiving Party may disclose any information or
23 item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only
24 to:

25 (a) the Receiving Party’s Outside Counsel of record in this action, as well
26 as employees of said Counsel to whom it is reasonably necessary to disclose the
27 information for this litigation and who have signed the “Agreement to Be Bound by
28 Protective Order” that is attached hereto as Exhibit A;

1 (b) Experts (as defined in this Order) (1) to whom disclosure is reasonably
2 necessary for this litigation, (2) who have signed the “Agreement to Be Bound by
3 Protective Order” (Exhibit A), and (3) as to whom the procedures set forth in
4 paragraph 7.4, below, have been followed;

5 (c) the Court and its personnel;

6 (d) court reporters, their staffs, and professional vendors to whom
7 disclosure is reasonably necessary for this litigation and who have signed the
8 “Agreement to Be Bound by Protective Order” (Exhibit A); and

9 (e) the author of the document or the original source of the information.

10 7.4 Procedures for Approving Disclosure of “HIGHLY CONFIDENTIAL –
11 ATTORNEYS’ EYES ONLY” Information or Items to “Experts”:

12 (a) Unless otherwise ordered by the court or agreed in writing by the
13 Designating Party, a Party that seeks to disclose to an “Expert” (as defined in this
14 Order) any information or item that has been designated “HIGHLY
15 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” first must make a written
16 request to the Designating Party that (1) identifies the specific HIGHLY
17 CONFIDENTIAL information that the Receiving Party seeks permission to disclose
18 to the Expert, (2) sets forth the full name of the Expert and the city and state of his or
19 her primary residence, (3) attaches a copy of the Expert’s current resume, (4)
20 identifies the Expert’s current employer(s), (5) identifies each person or entity from
21 whom the Expert has received compensation for work in his or her areas of expertise
22 or to whom the expert has provided professional services at any time during the
23 preceding five years, and (6) identifies (by name and number of the case, filing date,
24 and location of court) any litigation in connection with which the Expert has
25 provided any professional services during the preceding five years.

26 (b) A Party that makes a request and provides the information specified in
27 the preceding paragraph may disclose the subject Protected Material to the identified
28 Expert unless, within seven court days of delivering the request, the Party receives a

1 written objection from the Designating Party. Any such objection must set forth in
2 detail the grounds on which it is based.

3 (c) A Party that receives a timely written objection must meet and confer
4 with the Designating Party (through direct voice to voice dialogue) to try to resolve
5 the matter by agreement. If no agreement is reached, the Party seeking to make the
6 disclosure to the Expert may file a motion as provided in Civil Local Rule 7 (and in
7 compliance with Civil Local Rule 79-5, if applicable) seeking permission from the
8 court to do so. Any such motion must describe the circumstances with specificity,
9 set forth in detail the reasons for which the disclosure to the Expert is reasonably
10 necessary, assess the risk of harm that the disclosure would entail and suggest any
11 additional means that might be used to reduce that risk. In addition, any such motion
12 must be accompanied by a competent declaration in which the movant describes the
13 parties' efforts to resolve the matter by agreement (i.e., the extent and the content of
14 the meet and confer discussions) and sets forth the reasons advanced by the
15 Designating Party for its refusal to approve the disclosure.

16 In any such proceedings the Party opposing disclosure to the Expert shall bear
17 the burden of proving that the risk of harm that the disclosure would entail (under the
18 safeguards proposed) outweighs the Receiving Party's need to disclose the Protected
19 Material to its Expert.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
21 OTHER LITIGATION.

22 If a Receiving Party is served with a subpoena or an order issued in other
23 litigation that would compel disclosure of any information or items designated in this
24 action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
25 EYES ONLY," the Receiving Party must so notify the Designating Party, in writing
26 (by fax, if possible) immediately and in no event more than three court days after
27 receiving the subpoena or order. Such notification must include a copy of the
28 subpoena or court order.

1 The Receiving Party also must immediately inform in writing the Party who
2 caused the subpoena or order to issue in the other litigation that some or all the
3 material covered by the subpoena or order is the subject of this Protective Order. In
4 addition, the Receiving Party must deliver a copy of this Stipulated Protective Order
5 promptly to the Party in the other action that caused the subpoena or order to issue.

6 The purpose of imposing these duties is to alert the interested parties to the
7 existence of this Protective Order and to afford the Designating Party in this case an
8 opportunity to try to protect its confidentiality interests in the court from which the
9 subpoena or order issued. The Designating Party shall bear the burdens and the
10 expenses of seeking protection in that court of its confidential material – and nothing
11 in these provisions should be construed as authorizing or encouraging a Receiving
12 Party in this action to disobey a lawful directive from another court.

13 9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
17 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
18 to retrieve all copies of the Protected Material, (c) inform the person or persons too
19 whom unauthorized disclosures were made of all the terms of this Order, and (d)
20 request such person or persons to execute the “Acknowledgment and Agreement to
21 Be Bound” that is attached hereto as Exhibit A.

22 10. FILING PROTECTED MATERIAL

23 Without written permission from the Designating Party or a court order
24 secured after appropriate notice to all interested persons, a Party may not file in the
25 public record in this action any Protected Material. A Party that seeks to file under
26 seal any Protected Material must comply with Civil Local Rule 79-5.

27 11. FINAL DISPOSITION

28 Unless otherwise ordered or agreed in writing by the Producing Party, within

1 sixty days after the final termination of this action, each Receiving Party must return
2 all Protected Material to the Producing Party. As used in this subdivision, “all
3 Protected Material” includes all copies, abstracts, compilations, summaries or any
4 other form of reproducing or capturing any of the Protected Material. With
5 permission in writing from the Designating Party, the Receiving Party may destroy
6 some or all of the Protected Material instead of returning it. Whether the Protected
7 Material is returned or destroyed, the Receiving Party must submit a written
8 certification to the Producing Party (and, if not the same person or entity, to the
9 Designating Party) by the sixty day deadline that identifies (by category, where
10 appropriate) all the Protected Material that was returned or destroyed and that
11 affirms that the Receiving Party has not retained any copies, abstracts, compilations,
12 summaries or other forms of reproducing or capturing any of the Protected Material
13 Notwithstanding this provision, Counsel are entitled to retain an archival copy of all
14 pleadings, motion papers, transcripts, legal memoranda, correspondence or attorney
15 work product, even if such materials contain Protected Material Any such archival
16 copies that contain or constitute Protected Material remain subject to this Protective
17 Order as set forth in Section 4 (DURATION), above.

18 12. MISCELLANEOUS

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. By stipulating to the entry of this
22 Protective Order no Party waives any right it otherwise would have to object to
23 disclosing or producing any information or item on any ground not addressed in this
24 Stipulated Protective Order. Similarly, no Party waives any right to object on any
25 ground to use in evidence of any of the material covered by this Protective Order.
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IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: February 21, 2008

LAW OFFICES OF MICHAEL T. WELCH

By: /s/Michael T. Welch

Michael T. Welch

Attorneys for Plaintiff

KATHERINE ARAGON

DATED: February 21, 2008

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

By: /s/Marcus A. McDaniel

Marcus A. McDaniel

Attorneys for Defendant

ADT SECURITY SERVICES, INC.

1 **PROOF OF SERVICE BY UNITED STATES MAIL**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California; I am over the age
4 of 18 years and not a party to this action. My business address is 633 West Fifth Street,
53rd Floor, Los Angeles, California 90071.

5 On February 26, 2008, I served a true copy of the following document(s) described
6 as:

7 **STIPULATION FOR PROTECTIVE ORDER; [PROPOSED] ORDER THEREON**

8 on the persons below as follows:

9 Michael T. Welch, Esq.
10 Law Offices of Michael T. Welch
Four Embarcadero Center
11 39th Floor
San Francisco, California 94111

Eric DeWalt, Esq.
Lafayette & Kumagai LLP
100 Spear Street
Suite 600
San Francisco, California 94105

12 I enclosed the documents in a sealed envelope or package addressed to the persons at
13 the addresses as indicated above and:

- 14 ☐ deposited the sealed envelope or package with the United States Postal Service, with
the postage fully prepaid.*
- 15 ☒ placed the envelope or package for collection and mailing, following our ordinary
16 business practices. I am readily familiar with this business's practice for collecting
and processing correspondence for mailing. On the same day that correspondence is
17 placed for collection and mailing, it is deposited in the ordinary course of business
with the United State Postal Service, in a sealed envelope or package with postage
18 fully prepaid.

19 I am employed in the county where the mailing occurred. The envelope or package
was placed in the mail at Los Angeles, California.

- 20 ☒ (Federal) I declare that I am employed in the office of a member of the Bar of this
21 Court at whose direction the service was made. I declare under penalty
22 of perjury under the laws of the United States of America that the above
is true and correct.

23 Executed on February 26, 2008, at Los Angeles, California.

24
25 Elizabeth Mendoza
26 Type Name

/s/Elizabeth Mendoza
Signature

27 * (SIGNATURE MUST BE OF PERSON DEPOSITING ENVELOPE IN MAIL SLOT, BOX OR BAG)

28

EXHIBIT "A"

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____, declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was signed by the United States District Court for the Northern District of California on _____ in the case of *Aragon v. ADT Security Services, Inc.*, Case No. CV 07-01414 MHP. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Northern District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ of _____ as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____

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Attorneys for Defendant
ADT SECURITY SERVICES, INC.

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
16

17 KATHERINE ARAGON, an individual,
18
19 Plaintiff,

20 v.

21 ADT SECURITY SERVICES, INC., a
22 corporation; and DOES 1-50, inclusive,
23 Defendants.
24

Case No. CV 07-01404 MHP

**~~[PROPOSED]~~ ORDER RE
STIPULATION FOR PROTECTIVE
ORDER**

Trial Date: April 29, 2008

1 **IT IS SO ORDERED** that documents and other information disclosed during this
2 action and designated “Confidential” or “Highly Confidential – Attorneys’ Eyes Only”
3 shall be treated as stated in this Stipulation for Protective Order. **SUBJECT TO ATTACHED**
4 **MODIFICATION ORDER.**

5 DATED: 2/27/2008

